

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LOWELL AND THOMAS A. GOLDEN, JR.**

This Agreement made and entered into 28th day of April, 2022 between the City of Lowell, a municipal corporation, and Thomas A. Golden, Jr., an individual residing at ' _____

Massachusetts General Laws c. 41, §108N permits an Employment Agreement between a City, acting through its City Council, and an individual duly appointed as City Manager.

On March 30, 2022 at a Special Meeting of the Lowell City Council, Thomas A. Golden, Jr. was appointed City Manager for the City of Lowell.

The City of Lowell desires to enter into an Employment Agreement with Thomas A. Golden, Jr. in accordance with Chapter 43, §§93-108 of the Massachusetts General Laws (Plan E Charter).

It is therefore agreed to by the parties: Thomas A. Golden, Jr., (Manager) and the City of Lowell (City), that the following represents the terms and conditions of employment.

Section 1: Duties

The City agrees to employ the Manager to perform all functions and duties as specified in MGL, c.43, §§93 - 108, all Ordinances, the City Charter, and other proper duties and functions as may be assigned.

Section 2: Term

- A. The term of this Agreement shall commence on April 28th, 2022 and terminate on April 28th, 2027.
- B. The Manager agrees to remain in the exclusive employ of the City until April 28th, 2027. The term "exclusive employ" shall not be construed to include occasional teaching, writing, or consulting, performed on the Manager's time off and not affecting his job performance.

Section 3: Termination and Notice

A. Termination

In accordance with Chapter 43, §103 of the Massachusetts General Laws, the City may terminate this Employment Agreement only upon a showing of just cause as determined by majority vote of the City Council and compliance with §103. Just Cause shall mean a reason that is legally acceptable or sufficient with respect to the Manager's performance in carrying out his duties pursuant to MGL c.43, §104.

B. Notice

Within 60 days prior to the expiration of this Agreement, either party may notify the other in writing, of their intent to renegotiate a new contract with new terms and conditions. Failure to provide such notification will not prohibit the parties from entering into such a successor agreement at the expiration of this agreement.

In the event that the Manager voluntarily terminates his position with the City prior to the expiration of this Agreement, including any extension or amendment, the Manager shall give the City sixty (60) days written notice.

No later than sixty (60) days prior to expiration of this Agreement, the Manager shall notify the City Council of his desire to extend his contract on the same terms and conditions for a period of one year. He may twice exercise this option. Any such extension of his contract will need to be approved by majority vote of the City Council.

Section 4: Compensation

The Manager shall be paid compensation in the following manner:

- A. For the period of April 28th, 2022 through April 28th, 2027 the Manager shall be paid a salary of TWO HUNDRED THIRTY-FIVE THOUSAND (\$235,000.00) DOLLARS per year, payable in installments at the same time as other employees of the City are paid.
- B. The Manager shall further be entitled to medical, hospital, life insurance, and other benefits available to department heads employed by the City, and contribute the applicable employee contribution while employed by the City.
- C. All other provisions of the City's Personnel rules and regulations relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they would to civilian department head employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager in this Agreement.

Section 5: Compensation Adjustment

The Manager shall be entitled to COLA increases in a same manner consistent with other city department heads. The first COLA adjustment will take effect in July, 2023.

CURRENT SALARY shall mean: salary as adjusted through each contract period, including the COLA increase, and any other increase if applicable.

A. Annual Goals and Evaluation

1. Annually, the Council and Manager shall define, in writing, the goals which they

determine necessary for the City. The Council shall further establish a relative priority among those goals, and shall reduce such priority of goals to writing. The goals shall generally be attainable within the time limits specified and within the annual operating and capital budgets and the appropriations and revenues provided by the City.

Annually, the Council shall evaluate the Manager's performance as it relates to such goals. The Council shall evaluate the Manager's performance by December 1st of each contract year. Within 30 days of completion of the Manager's performance evaluation, the Manager and the Council shall meet to identify in writing a new or continued set of goals for the upcoming year.

2. In years TWO, THREE, FOUR, and FIVE of the contract period (April 28th, 2023 through April 28th, 2024; April 28th, 2024 through April 28th, 2025; April 28th, 2025 through April 28th, 2026; and April 28th, 2026 through April 28th, 2027), the Manager shall be entitled to a merit increase to his current salary upon a successful performance evaluation as determined by a majority vote of the City Council. The amount of the increase shall also be determined by a majority vote of the City Council.

SUCCESSFUL PERFORMANCE EVALUATION shall mean that no less than Seventy-Five (75%) per cent of the goals agreed to by the parties have been met. When evaluating such goals, the City Council shall utilize a grading system of "meets or does not meet expectations."

Section 6: Hours of Work

The Manager shall be a salaried Officer of the City. It is understood that the Manager shall generally participate in all meetings of the City Council, its subcommittees and/or other meetings where his attendance would be beneficial to the orderly conduct of the City's business and operations.

Section 7: Leave

- A. Vacation: The Manager shall be entitled to annual vacation leave of five (5) weeks per year. A week shall be defined as five (5) working days. Vacation leave shall be scheduled by the Manager so as not to conflict with the needs of the City.

A current year's vacation time entitlement which is not used before December 31st may be carried over to the next year. However, in no event shall the Manager be allowed to accumulate more than two (2) years total vacation entitlement, between the current year and all prior years.

- B. Sick Leave: The Manager shall receive twelve (12) days sick leave upon appointment, and shall receive an additional twelve (12) days of sick leave each year of his employment. Unused sick time shall accrue yearly without a limit. The City Council reserves the right to request medical documentation satisfactory to a majority of the

Council.

- C. Holiday Leave: The Manager shall be entitled to holiday leave on all legal holidays on which City civilian department head employees are not required to work.
- D. Other Leave: The Manager shall be entitled to bereavement leave, jury leave, and other leaves on the same terms and conditions as City civilian department heads.
- E. Conference Leave: Should the Manager attend the International Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his vacation leave.
- F. Personal Leave: The Manager shall be entitled to three (3) personal leave days per year. These personal days may not be accrued.

Section 8: Professional Development

- A. The City agrees to pay for the registration, travel and subsistence expense of the Manager for short courses, institutes and seminars that are necessary for his professional development and for the good of the City, with notice to the Council. Any such courses, institutes or seminars that require out-of-state travel are subject to the prior approval of the Council and subject to the availability of funds.
- B. The City shall reimburse the Manager for reasonable expenses for his attendance at meetings of appropriate professional organizations including, but not limited to, attendance at meetings of the Massachusetts Municipal Association and the Massachusetts Municipal Managers Association and the International City Management Association.

Section 9: Dues and Subscriptions

The City agrees to budget and pay for the professional dues and subscriptions of the Manager necessary for his membership in the following professional organizations:

International City Management Association; and the Massachusetts Municipal Managers Association.

Section 10: General Expenses

The Manager shall be reimbursed for reasonable expenses incurred in the performance of his duties, or as an official representative of the City.

Section 11: Bonding

In the event that the Manager is required to furnish a fidelity bond with a surety pursuant to MGL, c. 41, §109A, the City shall bear the full cost of any fidelity or other bonds required of the Manager under law.

Section 12: Automobile

The Manager's duties require that he have the full use of an automobile provided to him by the City. The Manager agrees to comply with the City's Vehicle Use Policy.

Section 13: Retirement

The City Council agrees that the Manager shall be eligible for retirement benefits in the same formula as those employees pursuant to the provisions of MGL, c.32, §3.

Section 14: Indemnification

- A. The City shall defend, save harmless, and indemnify the Manager against any tort, professional liability claim or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the Manager's performance of his duties as City Manager, except as otherwise prohibited by law.
- B. This section shall survive any termination of this contract.

Section 15: General Provisions

- A. This Agreement shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. This Agreement shall become effective upon execution.
- D. If any provisions, or any portions thereof, contained in this Agreement are held unconstitutional, or otherwise unenforceable, the remainder of the Agreement shall be deemed severable, and shall not be affected and shall remain in full force and effect.
- E. For purposes of the Fair Labor Standards Act, the Manager shall be deemed an exempt employee.
- F. This agreement may only be amended by a written document approved by all necessary parties thereto.
- G. As a condition of employment the Manager must satisfy all pre-employment requirements.

Section 16: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

1. CITY: City Council
c/o City Clerk City Hall
375 Merrimack Street
Lowell, MA 01852

2. MANAGER: Thomas A. Golden, Jr.

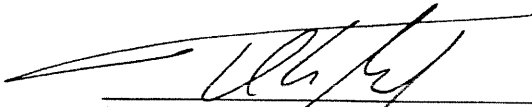
3. CITY SOLICITOR: City Solicitor
City Hall
375 Merrimack Street
Lowell, MA 01852


unless either party hereinafter informs the other party in writing of a change of address.

Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

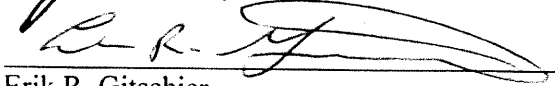
In WITNESS WHEREOF, the City Council of the City of Lowell has voted that this Agreement be entered into as duly attested by its Acting City Clerk, and the Manager has signed and executed this Agreement this 28th day of April, 2022.

CITY COUNCIL - CITY OF LOWELL:

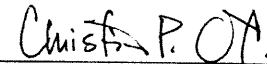

Thomas A. Golden, Jr.

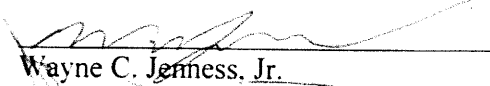

Sokhary Chau, Mayor



John Drinkwater

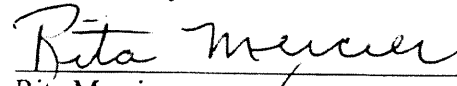

Erik R. Gitschier

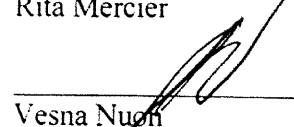
APPROVED AS TO FORM:


Christine P. O'Connor
City Solicitor


Wayne C. Jenness, Jr.


John J. Leahy


Rita Mercier


Vesna Nuon

COREY ROBINSON
Corey M. Robinson

Dan P Rourke
Daniel P. Rourke

Kimberly A. Scott
Kimberly A. Scott

Paul Ratha Yem
Paul Ratha Yem

Michael Q. Geary
Michael Q. Geary
City Clerk